



INVOICE

PAGE 1

3100 E. HIGH ST.
JACKSON, MI 49204-0927
PHONE 517 787-5500

DUNS: 17-493-3994

ANGOLA

RD: 538-1447

BILL TO:

General Products/Angola
Attn: Accounts Payable
2400 E South St
Jackson, MI 49202

AUG 06 2002

SHIP TO: General Products/Angola
1411 WOHLERT ST
ANGOLA, IN 46703

ORDERED BY: BOB MILLER

PLEASE REFER TO INVOICE NUMBER ON ALL INQUIRIES

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	CUSTOMER RELEASE NUMBER	INVOICE DATE	INVOICE NUMBER
06340100	10014640		8/02/02	CHB0170JI
DATE SHIPPED	PACKING SLIP NO.	SHIPPED VIA	F.O.B.	SALESPERSON
8/02/02	J15700263	UPS DIRECT	SHIPPING POINT	MIKE GIMENEZ 01852

QUANTITY ORDERED	DESCRIPTION	LENGTH / SIZE	UNITS SHIPPED	UNIT PRICE	AMOUNT
60 EA	CNMG 433W-M3	GRADE TP100	60 EA	6.3860 C	383.16
	CARBOLOY			EA	
	INSERTS			6.39	1640-20000
10 EA	C02205	LOCKING SCREW	10 EA	1.9800 C	19.80
	CARBOLOY			EA	
	PART# -6500218				7444-22090

Vendor # 100030
Disc Date _____
Approval _____
Approval _____
Acct # _____

4118211

POSTED

AUG 06 2002

GROSS AMOUNT	SALES TAX	FREIGHT	DISCOUNT	INVOICE TOTAL
402.96		6.40	4.03	409.36

IF PAID BY: 8/25/02

GROUP SETTLEMENT TERMS 10TH AND 25		
CODE	DISCOUNT PERCENTAGE	PRODUCTS
A	0.0%	PROCESSING SERVICES, TAXES, ETC.
	0.5%	STEEL ALUMINUM, PLASTICS, OTHER METALS
C	1.0%	INDUSTRIAL SUPPLIES

"WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF. ANY ITEM PROVING DEFECTIVE WILL BE REPLACED BUT NO CLAIMS FOR LABOR OR DAMAGES WILL BE ALLOWED."

NET 30 DAYS

SEE BACK FOR ADDITIONAL TERMS AND CONDITIONS

SUBSCRIBE TO ALRO'S NEW
E-MEMBER NEWSLETTER
FOR THE LATEST DEVELOPMENTS AT ALRO
SUBSCRIBE AT WWW.ALRO.COM

ORDER NUMBER 20003343

48736

GENERAL PRODUCTS CORPORATION
JACKSON, MI 49201

ALRO STEEL CORP.

100030

9/5/2003 Check Number

048736

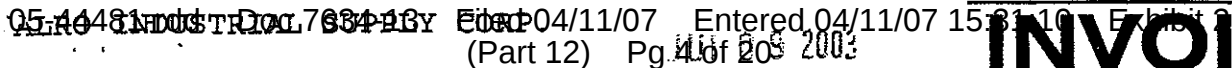
<u>Ref Nbr</u>	<u>Inv Nbr</u>	<u>Inv Date</u>	<u>Invoice Amount</u>	<u>Amount Paid</u>	<u>Disc Taken</u>	<u>Net Check Amt</u>
***	SEE	SEPARATE REMITTANCE ADVICE	REPORT FOR LISTING	OF ALL ITEMS	PAID ON THIS	CHECK ***

Date: Friday, September 05, 2003
Time: 04:13PM
User: JANBAKER

General Products Corporation
Detailed Remittance Advice
Period: 09-03 As of: 9/5/2003

Page: 1 of 23
Report: 03625.rpt
Company: 0000

Check Nbr	Check Type	Check Date	Vendor ID	Vendor Name	Status	Pay Date	Disc Date	Due Date	Discount Amt	Invoice Amt	Disc Taken	Net Check Amt
048736	CK	9/5/2003	100030	ALRO STEEL CORP.								26,471.56
Rel Nbr	CK	9/5/2003	100030	ALRO STEEL CORP.								Amount Paid
395952	VO	6/17/2003	DFC0239J	6/17/2003	A	8/1/2003	8/1/2003	8/1/2003	0.00	128.00	0.00	128.00
395953	VO	6/17/2003	DFC0240J	6/17/2003	A	8/1/2003	8/1/2003	8/1/2003	0.00	108.85	0.00	108.85
396041	VO	6/23/2003	DFW0213J	6/23/2003	A	8/7/2003	8/7/2003	8/7/2003	0.00	172.14	0.00	172.14
396042	VO	6/19/2003	DFW0245J	6/19/2003	A	8/3/2003	8/3/2003	8/3/2003	0.00	471.79	0.00	471.79
396117	VO	6/19/2003	DFS0246J	6/19/2003	A	8/3/2003	8/3/2003	8/3/2003	0.00	1,248.80	0.00	1,248.80
396118	VO	6/20/2003	DFW0210J	6/20/2003	A	8/4/2003	8/4/2003	8/4/2003	0.00	291.00	0.00	291.00
396119	VO	6/23/2003	DFW0210J	6/23/2003	A	8/7/2003	8/7/2003	8/7/2003	0.00	1,167.40	0.00	1,167.40
396120	VO	6/23/2003	DFW0211J	6/23/2003	A	8/7/2003	8/7/2003	8/7/2003	0.00	90.00	0.00	90.00
396121	VO	6/23/2003	DFW0211J	6/23/2003	A	8/7/2003	8/7/2003	8/7/2003	0.00	31.30	0.00	31.30
396122	VO	6/24/2003	DFW0212J	6/24/2003	A	8/8/2003	8/8/2003	8/8/2003	0.00	128.00	0.00	128.00
396177	VO	6/24/2003	DFX0236J	6/24/2003	A	8/8/2003	8/8/2003	8/8/2003	0.00	103.10	0.00	103.10
396178	VO	6/24/2003	DFX0237J	6/24/2003	A	8/8/2003	8/8/2003	8/8/2003	0.00	61.00	0.00	61.00
396365	VO	6/25/2003	DFY0238J	6/25/2003	A	8/9/2003	8/9/2003	8/9/2003	0.00	265.15	0.00	265.15
396366	VO	6/25/2003	DFY0239J	6/25/2003	A	8/9/2003	8/9/2003	8/9/2003	0.00	61.00	0.00	61.00
396445	VO	6/27/2003	DDF10209J	6/27/2003	A	8/11/2003	8/11/2003	8/11/2003	0.00	167.40	0.00	167.40
396446	VO	6/27/2003	DFI0210J	6/27/2003	A	8/11/2003	8/11/2003	8/11/2003	0.00	68.70	0.00	68.70
396447	VO	6/30/2003	DF40214J	6/30/2003	A	8/14/2003	8/14/2003	8/14/2003	0.00	50.12	0.00	50.12
396448	VO	6/30/2003	DF44049J	6/30/2003	A	8/14/2003	8/14/2003	8/14/2003	0.00	341.90	0.00	341.90
396449	VO	6/30/2003	DF44050J	6/30/2003	A	8/14/2003	8/14/2003	8/14/2003	0.00	84.06	0.00	84.06
396450	VO	6/30/2003	DF44051J	6/30/2003	A	8/14/2003	8/14/2003	8/14/2003	0.00	53.04	0.00	53.04
396451	VO	6/30/2003	DF44052J	6/30/2003	A	8/14/2003	8/14/2003	8/14/2003	0.00	154.57	0.00	154.57
396452	VO	6/26/2003	DFX0221J	6/26/2003	A	8/10/2003	8/10/2003	8/10/2003	0.00	790.40	0.00	790.40
396527	VO	6/26/2003	DFX0238J	6/26/2003	A	8/8/2003	8/8/2003	8/8/2003	0.00	1,466.32	0.00	1,466.32
396528	VO	6/25/2003	DFY0240J	6/25/2003	A	8/9/2003	8/9/2003	8/9/2003	0.00	282.79	0.00	282.79
396529	VO	6/25/2003	DFY0241J	6/25/2003	A	8/9/2003	8/9/2003	8/9/2003	0.00	3,258.81	0.00	3,258.81
396599	VO	7/1/2003	DGA0207J	7/1/2003	A	8/15/2003	8/15/2003	8/15/2003	0.00	529.80	0.00	529.80
396600	VO	7/1/2003	DGA0208J	7/1/2003	A	8/15/2003	8/15/2003	8/15/2003	0.00	4,310.40	0.00	4,310.40
396601	VO	7/1/2003	DGA0209J	7/1/2003	A	8/15/2003	8/15/2003	8/15/2003	0.00	96.10	0.00	96.10
396602	VO	7/1/2003	DGA0210J	7/1/2003	A	8/15/2003	8/15/2003	8/15/2003	0.00	492.60	0.00	492.60
396603	VO	7/1/2003	DGA0211J	7/1/2003	A	8/15/2003	8/15/2003	8/15/2003	0.00	1,217.00	0.00	1,217.00
396719	VO	7/3/2003	DGB3900TL	7/3/2003	A	8/17/2003	8/17/2003	8/17/2003	0.00	192.17	0.00	192.17
396720	VO	7/3/2003	DGC0169J	7/3/2003	A	8/17/2003	8/17/2003	8/17/2003	0.00	269.40	0.00	269.40
396721	VO	7/3/2003	DGC0170J	7/3/2003	A	8/17/2003	8/17/2003	8/17/2003	0.00	652.00	0.00	652.00
396722	VO	7/8/2003	DGH0184J	7/8/2003	A	8/22/2003	8/22/2003	8/22/2003	0.00	63.80	0.00	63.80
396723	VO	7/8/2003	DGH0185J	7/8/2003	A	8/22/2003	8/22/2003	8/22/2003	0.00	242.75	0.00	242.75
396833	VO	7/10/2003	DGB0750J	7/10/2003	A	8/16/2003	8/16/2003	8/16/2003	0.00	472.00	0.00	472.00
396834	VO	7/10/2003	DGB0752J	7/10/2003	A	8/16/2003	8/16/2003	8/16/2003	0.00	192.20	0.00	192.20
396930	VO	7/12/2003	DGB0753J	7/12/2003	A	8/16/2003	8/16/2003	8/16/2003	0.00	534.02	0.00	534.02
396931	VO	7/12/2003	DGB0754J	7/12/2003	A	8/16/2003	8/16/2003	8/16/2003	0.00	106.21	0.00	106.21
396932	VO	7/12/2003	DGB0755J	7/12/2003	A	8/16/2003	8/16/2003	8/16/2003	0.00	90.60	0.00	90.60
396933	VO	7/12/2003	DGB0756J	7/12/2003	A	8/16/2003	8/16/2003	8/16/2003	0.00	49.19	0.00	49.19
396934	VO	7/12/2003	DGB0757J	7/12/2003	A	8/16/2003	8/16/2003	8/16/2003	0.00	52.19	0.00	52.19



PAGE 1

RD: 538-1447

SHIP TO: General Products/Angola
1411 WOHLERT ST
ANGOLA, IN 46703

General Products/Angola
Attn: Accounts Payable
2400 E South St
Jackson, MI 49202

ORDERED BY: BOB MILLER
PLEASE REFER TO INVOICE NUMBER ON ALL INQUIRIES

QUANTITY ORDERED	DESCRIPTION	LENGTH / SIZE	UNITS SHIPPED	UNIT PRICE	C O D E	AMOUNT
------------------	-------------	---------------	---------------	------------	------------------	--------

20 EA C02205	LOCKING SCREW	20 EA	2.0400 C EA	40.80
CARBOLOY				
PART# -6500218				

POSTED

JUL 17 2003

Vendor # 100030
Disc Date _____
Approval _____
Approval _____
App. # 7444. 22090

GROUP SETTLEMENT TERMS 10TH AND 25		"WE HEREBY CERTIFY THAT THESE	IF PAID BY: 7/25/03
------------------------------------	--	-------------------------------	---------------------

CODE	DISCOUNT PERCENTAGE	PRODUCTS
A	0.0%	PROCESSING SERVICES, TAXES, ETC.
	0.5%	STEEL ALUMINUM, PLASTICS, OTHER METALS
C	1.0%	INDUSTRIAL SUPPLIES

IF PAID BY: 7/25/03

SUBSCRIBE TO ALRO'S E-MEMBER
NEWSLETTER. SIGN UP AT ALRO.COM

ALRO INDUSTRIAL SUPPLY NOW CARRIES
CRAFTSMAN TOOLS. CONTACT US TODAY
FOR A CATALOG.

ORDER NUMBER 21921332

SEE BACK FOR ADDITIONAL TERMS AND CONDITIONS

7/18/03

COMPONENT INVENTORY

COMPONENT INVENTORY

GENERAL PRODUCTS CORPORATION
DELPHI/SATURN CONTROL ARM
INVENTORY LEVELS @ END OF PROGRAM

End of Program Saturn Control Arm Inventory	QOH	Cost/Unit	Amount	Usage
11094487 Nut	171	\$0.0897	\$15.34	1
11096651 Bolt	46	\$0.2074	\$9.54	1
11093961 Screw	6646	\$0.0585	\$388.79	1
90575472 ** Small bracket - Support	9093	\$0.4462	\$4,056.95	1
90575473 ** Small bracket - Support	9213	\$0.4462	\$4,110.49	1
90539036 ** Clip	168846	\$0.0305	\$5,148.78	1
90495585 ** Tail Bushing	7746	\$2.7888	\$21,602.14	1
90496700 ** Ball Joint	23492	\$3.6687	\$86,185.66	2
9127784 ** Bracket	48	\$3.1727	\$152.29	1
9127785 ** Bracket	73	\$3.1727	\$231.61	1
90445758 Brake Hose	5046	\$1.5770	\$7,957.54	1
18060914A Painted Control Arm	0	\$12.0600	\$0.00	1
18060915A Painted Control Arm	0	\$12.0600	\$0.00	1
9224176 Hard Pipe	3976	\$0.5300	\$2,107.28	1
9224177 Hard Pipe	3885	\$0.5300	\$2,059.05	1

TOTAL

\$134,025.45

Note: ** Purchased from Europe Euro Exchange Rate
Service support and requirement not included above

1.212

DELPHI

From **Automotive Systems**

DELPHI ENERGY & CHASSIS SYSTEMS
P.O. BOX 1042
DAYTON, OH 45401

Agreement No: 001023-00
Date Issued: 03/31/2000

Buyer: BECKY DAULTON
Phone: (937) 455-7292
FAX: (937) 455-9133

To

FEDERAL SCREW WORKS
535 GRISWOLD ST STE 2400
DETROIT, MI 48226

Ship To

GENERAL PRODUCTS
1411 WOHLERT STREET
ANGOLA, IN 46703

DELPHI DIRECTED SOURCING AGREEMENT

FEDERAL SCREW WORKS ("Supplier") has been selected by Delphi Automotive Systems ("Delphi") as the preferred strategic source of the Products listed below in connection with the production by **GENERAL PRODUCTS** and/or any other company designated by Delphi (collectively, "Buyer") of the following parts and components for Delphi:

Generic Part Description
DELPHI PART

Delphi {Tier 1} Buyer
TOM IOANES

If Supplier accepts this Agreement in writing or commences the supply of Products to Buyer, Supplier will be deemed to have accepted all of the following terms and conditions in consideration of being designated by Delphi as the preferred strategic source of the Products:

1. Purchase of Product. During the term of this Agreement, Supplier agrees to maintain the specified weekly capacity and sell the following products (each referred to as a "Product" and collectively referred to as the "Products") to Buyer at a price which does not exceed the specified maximum unit price (FOB Supplier's plant):

<u>Part Number</u>	<u>Description</u>	<u>Price Per Thousand</u>	<u>Currency</u>	<u>Req. %</u>	<u>Weekly Capacity*</u>	<u>Begin Date</u>	<u>End Date</u>
1094487	NUT - HEXAGON HEAD M12	89.70	USD	100	0	01/02/00	12/31/00

Country of manufacture is U.S.A.

*Weekly Capacity = 8 hrs/3 shifts/5 days.

During the term of this Agreement, Supplier will assure that each Product remains competitive in terms of price, technology, design and quality with any similar product available to Buyer. Supplier will not sell any Products (except Products which are standard or stock goods sold by Supplier) to Buyer for any purpose other than use in the production of parts and components for Delphi.

If any of the information in the table above is in error or missing, please contact the following person **BEFORE** accepting this document:

Attn: Joan Philpot
 Phone: (937) 455-9588

- Term. With respect to each Product, the term of this Agreement is from Begin Date through End Date as stated above.
- Information. Supplier will provide Delphi with any requested information concerning its actual supply of Products to Buyer, including, without limitation, volume, delivery and pricing data. In addition, Supplier will cooperate to create, maintain, update and share with Delphi and Buyer any designs, specifications, drawings, schematics, mask works, prototypes and other technical information required for the commercial production, including validation and qualification for automotive applications, of all of the Products and products that incorporate the Products (collectively, "Technical Information"). Technical Information will not be subject to any use or disclosure restrictions.
- Supply Terms. All Products will be ordered by Buyer, and delivered by Supplier, in accordance with supply agreements and purchase orders (including related delivery releases and shipping instructions) issued by Buyer and accepted by Supplier. Delphi does not guarantee payment or performance of Buyer, including Buyer's purchase of any minimum volumes.
- Payments by Delphi. Neither this Agreement nor any activities related to Supplier's sale of Products to Buyer will constitute or imply any promise or intention by Delphi to purchase any production goods or services from Supplier. Delphi will not be obligated to purchase, or pay or reimburse Supplier for, any tooling, prototypes, samples, experimental parts or other goods or services related to Supplier's sale of Products to Buyer unless Delphi issues a separate written purchase order to Supplier concerning such purchase.
- Use of Delphi Property. All supplies, materials, tooling, jigs, dies, gauges, fixtures, molds, patterns, drawings, specifications, equipment and other items that Delphi furnishes, either directly or indirectly, to Supplier (collectively, "Delphi's Property"), will (i) be and remain the property of Delphi, (ii) be held by Supplier on a bailment basis and (iii) be used by Supplier solely for the purpose of supplying Products to Buyer for use in the production of parts and components for Delphi. Supplier will not sell, lend, rent, encumber, pledge, lease, transfer or otherwise dispose of any Delphi Property. Goods manufactured using or based on

Delphi Property may not be used for Supplier's own use or sold to any party other than Buyer without Delphi's express written authorization.

ACCEPTED AND AGREED TO:

FEDERAL SCREW WORKS

By: _____
(Signature)

Name: _____
(Please print)

Title: _____
(Please print)

Phone: _____

Dated: _____

Return to: BECKY DAULTON 1-08
DELPHI ENERGY & CHASSIS SYSTEMS
P.O. BOX 1042
DAYTON, OH 45401

Phone: (937) 455-7292
FAX: (937) 455-9133

**GENERAL PRODUCTS CORPORATION**

2400 EAST SOUTH STREET
JACKSON, MICHIGAN 49201
(517) 764-2730 • FAX (517) 764-5843

PURCHASE ORDER

BLANKET

PURCHASE ORDER NUMBER

B 10004424

VENDOR CODE

300115

EFFECTIVE DATE: 12/23/97
EXPIRATION DATE: 12/31/03

PAGE NUMBER

1 of 2

IP CORPORATION
1225 UTICA ROAD
P.O. BOX 189002
UTICA, MI 48318-9002

CONTACT: RON HOLLIS
PHONE: (810)254-1320
FAX #: (586)726-5665

CURRENCY:

*** CONFIRMATION ORDER ***

PAYMENT TERMS

FREIGHT TERMS

TAXABLE

CARRIER

INDIANA FREIGHT

LINE	VENDOR PART NUMBER ITEM DESCRIPTION	UOM	TAXABLE	DATE REQUIRED	QUANTITY ORDERED	UNIT PRICE	EXTENSION
1	INTERNAL #: 11096651 BOLT, BUSHING SATURN LS C.A. PARTS MANUFACTURED AGAINST THIS PURCHASE ORDER ARE TO BE IN COMPLIANCE WITH THE CURRENT DRAWING AND SPECIFICATIONS DEFINED HEREIN: CHANGE - NONE 12/22/93	EA				0.207420	

F.W. Memo

DELPHI

From Automotive Systems

Agreement No: 001022-00
Date Issued: 03/31/2000

DELPHI ENERGY & CHASSIS SYSTEMS
P.O. BOX 1042
DAYTON, OH 45401

Buyer: BECKY DAULTON
Phone: (937) 455-7292
FAX: (937) 455-9133

To

ELCO INDUSTRIES INC
1111 SAMUELSON RD
ROCKFORD, IL 61125

Ship To

GENERAL PRODUCTS
1411 WOHLERT STREET
ANGOLA, IN 46703

DELPHI DIRECTED SOURCING AGREEMENT

ELCO INDUSTRIES INC ("Supplier") has been selected by Delphi Automotive Systems ("Delphi") as the preferred strategic source of the Products listed below in connection with the production by **GENERAL PRODUCTS** and/or any other company designated by Delphi (collectively, "Buyer") of the following parts and components for Delphi:

Generic Part Description
DELPHI PART

Delphi {Tier 1} Buyer
TOM IOANES

If Supplier accepts this Agreement in writing or commences the supply of Products to Buyer, Supplier will be deemed to have accepted all of the following terms and conditions in consideration of being designated by Delphi as the preferred strategic source of the Products:

1. Purchase of Product. During the term of this Agreement, Supplier agrees to maintain the specified weekly capacity and sell the following products (each referred to as a "Product" and collectively referred to as the "Products") to Buyer at a price which does not exceed the specified maximum unit price (FOB Supplier's plant):

(Part 12) Pg 13 of 20
DELPHI DIRECTED SOURCING

Agreement No: 001022-00

Date Issued: 03/31/2000

<u>Part Number</u>	<u>Description</u>	<u>Price Per Thousand</u>	<u>Currency</u>	<u>Req. %</u>	<u>Weekly Capacity*</u>	<u>Begin Date</u>	<u>End Date</u>
11093961	SCREW - M6	58.47	USD	100	0	01/02/00	12/31/00

Country of manufacture is U.S.A.

*Weekly Capacity = 8 hrs/3 shifts/5 days.

During the term of this Agreement, Supplier will assure that each Product remains competitive in terms of price, technology, design and quality with any similar product available to Buyer. Supplier will not sell any Products (except Products which are standard or stock goods sold by Supplier) to Buyer for any purpose other than use in the production of parts and components for Delphi.

If any of the information in the table above is in error or missing, please contact the following person **BEFORE** accepting this document:

Attn: Joan Philpot
Phone: (937) 455-9588

2. Term. With respect to each Product, the term of this Agreement is from Begin Date through End Date as stated above.
3. Information. Supplier will provide Delphi with any requested information concerning its actual supply of Products to Buyer, including, without limitation, volume, delivery and pricing data. In addition, Supplier will cooperate to create, maintain, update and share with Delphi and Buyer any designs, specifications, drawings, schematics, mask works, prototypes and other technical information required for the commercial production, including validation and qualification for automotive applications, of all of the Products and products that incorporate the Products (collectively, "Technical Information"). Technical Information will not be subject to any use or disclosure restrictions.
4. Supply Terms. All Products will be ordered by Buyer, and delivered by Supplier, in accordance with supply agreements and purchase orders (including related delivery releases and shipping instructions) issued by Buyer and accepted by Supplier. Delphi does not guarantee payment or performance of Buyer, including Buyer's purchase of any minimum volumes.
5. Payments by Delphi. Neither this Agreement nor any activities related to Supplier's sale of Products to Buyer will constitute or imply any promise or intention by Delphi to purchase any production goods or services from Supplier. Delphi will not be obligated to purchase, or pay or reimburse Supplier for, any tooling, prototypes, samples, experimental parts or other goods or services related to Supplier's sale of Products to Buyer unless Delphi issues a separate written purchase order to Supplier concerning such purchase.
6. Use of Delphi Property. All supplies, materials, tooling, jigs, dies, gauges, fixtures, molds, patterns, drawings, specifications, equipment and other items that Delphi furnishes, either directly or indirectly, to Supplier (collectively, "Delphi's Property"), will (i) be and remain the property of Delphi, (ii) be held by Supplier on a bailment basis and (iii) be used by Supplier solely for the purpose of supplying Products to Buyer for use in the production of parts and components for Delphi. Supplier will not sell, lend, rent, encumber, pledge, lease, transfer or otherwise dispose of any Delphi Property. Goods manufactured using or based on

Delphi Property may not be used for Supplier's own use or sold to any party other than Buyer without Delphi's express written authorization.

ACCEPTED AND AGREED TO:

ELCO INDUSTRIES INC

By: _____
(Signature)

Name: _____
(Please print)

Title: _____
(Please print)

Phone: _____

Dated: _____

Return to: BECKY DAULTON 1-08
DELPHI ENERGY & CHASSIS SYSTEMS
P.O. BOX 1042
DAYTON, OH 45401

Phone: (937) 455-7292
FAX: (937) 455-9133

From

Automotive Systems

Agreement No: 001280-02

Date Issued: 12/19/2003

DELPHI ENERGY & CHASSIS SYSTEMS
P.O. BOX 1042
DAYTON, OH 45401

Buyer: CAROL HOLLEY

Phone: (937) 455-7605

FAX: (937) 455-9133

To

GEBRUDER BINDER GMBH
MASTENWEG 5
WELDENSTETTEN, D89197
GERMANY

Ship To

GENERAL PRODUCTS
1411 WOHLERT STREET
ANGOLA, IN 46703

DELPHI DIRECTED SOURCING AGREEMENT

GEBRUDER BINDER GMBH ("Supplier") has been selected by Delphi Automotive Systems ("Delphi") as the preferred strategic source of the Products listed below in connection with the production by **GENERAL PRODUCTS** and/or any other company designated by Delphi (collectively, "Buyer") of the following parts and components for Delphi:

Generic Part Description
DELPHI PART

Delphi {Tier 1} Buyer
CESAR BERNABE

If Supplier accepts this Agreement in writing or commences the supply of Products to Buyer, Supplier will be deemed to have accepted all of the following terms and conditions in consideration of being designated by Delphi as the preferred strategic source of the Products:

EXTEND AGREEMENT THRU 12/31/04

1. **Purchase of Product.** During the term of this Agreement, Supplier agrees to maintain the specified weekly capacity and sell the following products (each referred to as a "Product" and collectively referred to as the "Products") to Buyer at a price which does not exceed the specified maximum unit price (FOB Supplier's plant):

<u>Part Number</u>	<u>Description</u>	<u>Price Per Thousand</u>	<u>Currency</u>	<u>Req. %</u>	<u>Weekly Capacity*</u>	<u>Begin Date</u>	<u>End Date</u>
3575472	SUPPORT - PRESSURE HOSE	✓ 368.12	EUR	100	0	01/01/02	12/31/04
90575473	SUPPORT - PRESSURE HOSE	/ 368.12	EUR	100	0	01/01/02	12/31/04

Country of manufacture is Germany

*Weekly Capacity = 8 hrs/3 shifts/5 days.

During the term of this Agreement, Supplier will assure that each Product remains competitive in terms of price, technology, design and quality with any similar product available to Buyer. Supplier will not sell any Products (except Products which are standard or stock goods sold by Supplier) to Buyer for any purpose other than use in the production of parts and components for Delphi.

If any of the information in the table above is in error or missing, please contact the following person **BEFORE** accepting this document:

Attn: Amanda McCoy
 Phone: (937) 455-7990

2. Term. With respect to each Product, the term of this Agreement is from Begin Date through End Date as stated above.

3. Information. Supplier will provide Delphi with any requested information concerning its actual supply of Products to Buyer, including, without limitation, volume, delivery and pricing data. In addition, Supplier will cooperate to create, maintain, update and share with Delphi and Buyer any designs, specifications, drawings, schematics, mask works, prototypes and other technical information required for the commercial production, including validation and qualification for automotive applications, of all of the Products and products that incorporate the Products (collectively, "Technical Information"). Technical Information will not be subject to any use or disclosure restrictions.

4. Supply Terms. All Products will be ordered by Buyer, and delivered by Supplier, in accordance with supply agreements and purchase orders (including related delivery releases and shipping instructions) issued by Buyer and accepted by Supplier. Delphi does not guarantee payment or performance of Buyer, including Buyer's purchase of any minimum volumes.

5. Payments by Delphi. Neither this Agreement nor any activities related to Supplier's sale of Products to Buyer will constitute or imply any promise or intention by Delphi to purchase any production goods or services from Supplier. Delphi will not be obligated to purchase, or pay or reimburse Supplier for, any tooling, prototypes, samples, experimental parts or other goods or services related to Supplier's sale of Products to Buyer unless Delphi issues a separate written purchase order to Supplier concerning such purchase.

6. Use of Delphi Property. All supplies, materials, tooling, jigs, dies, gauges, fixtures, molds, patterns, drawings, specifications, equipment and other items that Delphi furnishes, either directly or indirectly, to Supplier (collectively, "Delphi's Property"), will (i) be and remain the property of Delphi, (ii) be held by Supplier on a bailment basis and (iii) be used by Supplier solely for the purpose of supplying Products to Buyer for use in the production of parts and components for Delphi. Supplier will not sell, lend, rent, encumber, pledge, lease, transfer or otherwise dispose of any Delphi Property. Goods manufactured using or based on

Delphi Property may not be used for Supplier's own use or sold to any party other than Buyer without Delphi's express written authorization.

ACCEPTED AND AGREED TO:

GEBRUDER BINDER GMBH

By: _____
(Signature)

Name: _____
(Please print)

Title: _____
(Please print)

Phone: _____

Dated: _____

Return to: CAROL HOLLEY 1-08
DELPHI ENERGY & CHASSIS SYSTEMS
P.O. BOX 1042
DAYTON, OH 45401

Phone: (937) 455-7605
FAX: (937) 455-9133

CONTRACT REVIEW	
Part Number: <u>✓</u>	GP Quote Number: <u>N/A</u>
Unit Price: <u>✓</u>	Tooling Capacity: <u>N/A</u>
Tooling Amount: <u>NA</u>	Production Plant: <u>Ames</u>
Effective Date: <u>1/1/04 thru 12/31/04</u>	Design Revision: <u>2</u>
Other: _____	Terms & Conditions: <u>✓</u>
<u>1/9/04</u> Date	<u>[Signature]</u> Account Manager

CC: Timano

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From

Automotive Systems

Agreement No: 001296-02

Date Issued: 12/19/2003

DELPHI ENERGY & CHASSIS SYSTEMS
P.O. BOX 1042
DAYTON, OH 45401

Buyer: CAROL HOLLEY

Phone: (937) 455-7605

FAX: (937) 455-9133

To

HUGO BAUER
GEORGESTR 16 WALD
SOLINGEN, DE 42701
GERMANY

Ship To

GENERAL PRODUCTS
1411 WOHLERT STREET
ANGOLA, IN 46703

DELPHI DIRECTED SOURCING AGREEMENT

HUGO BAUER ("Supplier") has been selected by Delphi Automotive Systems ("Delphi") as the preferred strategic source of the Products listed below in connection with the production by **GENERAL PRODUCTS** and/or any other company designated by Delphi (collectively, "Buyer") of the following parts and components for Delphi:

Generic Part Description
DELPHI PART

Delphi {Tier 1} Buyer
CESAR BERNABE

If Supplier accepts this Agreement in writing or commences the supply of Products to Buyer, Supplier will be deemed to have accepted all of the following terms and conditions in consideration of being designated by Delphi as the preferred strategic source of the Products:

EXTEND AGREEMENT THRU 12/31/04

1. Purchase of Product. During the term of this Agreement, Supplier agrees to maintain the specified weekly capacity and sell the following products (each referred to as a "Product" and collectively referred to as the "Products") to Buyer at a price which does not exceed the specified maximum unit price (FOB Supplier's plant):

<u>Part Number</u>	<u>Description</u>	<u>Price Per</u> <u>Thousand</u>	<u>Currency</u>	<u>Req.</u> <u>%</u>	<u>Weekly</u> <u>Capacity*</u>	<u>Begin</u> <u>Date</u>	<u>End</u> <u>Date</u>
539036	BRAKE HOSE CLIP	25.16	EUR	100	0	01/01/02	12/31/04

Country of manufacture is Germany

*Weekly Capacity = 8 hrs/3 shifts/5 days.

During the term of this Agreement, Supplier will assure that each Product remains competitive in terms of price, technology, design and quality with any similar product available to Buyer. Supplier will not sell any Products (except Products which are standard or stock goods sold by Supplier) to Buyer for any purpose other than use in the production of parts and components for Delphi.

If any of the information in the table above is in error or missing, please contact the following person **BEFORE** accepting this document:

Attn: Amanda McCoy
Phone: (937) 455-7990

- Term. With respect to each Product, the term of this Agreement is from Begin Date through End Date as stated above.
- Information. Supplier will provide Delphi with any requested information concerning its actual supply of Products to Buyer, including, without limitation, volume, delivery and pricing data. In addition, Supplier will cooperate to create, maintain, update and share with Delphi and Buyer any designs, specifications, drawings, schematics, mask works, prototypes and other technical information required for the commercial production, including validation and qualification for automotive applications, of all of the Products and products that incorporate the Products (collectively, "Technical Information"). Technical Information will not be subject to any use or disclosure restrictions.
- Supply Terms. All Products will be ordered by Buyer, and delivered by Supplier, in accordance with supply agreements and purchase orders (including related delivery releases and shipping instructions) issued by Buyer and accepted by Supplier. Delphi does not guarantee payment or performance of Buyer, including Buyer's purchase of any minimum volumes.
- Payments by Delphi. Neither this Agreement nor any activities related to Supplier's sale of Products to Buyer will constitute or imply any promise or intention by Delphi to purchase any production goods or services from Supplier. Delphi will not be obligated to purchase, or pay or reimburse Supplier for, any tooling, prototypes, samples, experimental parts or other goods or services related to Supplier's sale of Products to Buyer unless Delphi issues a separate written purchase order to Supplier concerning such purchase.
- Use of Delphi Property. All supplies, materials, tooling, jigs, dies, gauges, fixtures, molds, patterns, drawings, specifications, equipment and other items that Delphi furnishes, either directly or indirectly, to Supplier (collectively, "Delphi's Property"), will (i) be and remain the property of Delphi, (ii) be held by Supplier on a bailment basis and (iii) be used by Supplier solely for the purpose of supplying Products to Buyer for use in the production of parts and components for Delphi. Supplier will not sell, lend, rent, encumber, pledge, lease, transfer or otherwise dispose of any Delphi Property. Goods manufactured using or based on

Delphi Property may not be used for Supplier's own use or sold to any party other than Buyer without Delphi's express written authorization.

ACCEPTED AND AGREED TO:

HUGO BAUER

By: _____
(Signature)

Name: _____
(Please print)

Title: _____
(Please print)

Phone: _____

Dated: _____

Return to: CAROL HOLLEY 1-08
DELPHI ENERGY & CHASSIS SYSTEMS
P.O. BOX 1042
DAYTON, OH 45401

Phone: (937) 455-7605
FAX: (937) 455-9133

CONTRACT REVIEW	
Part Number: <input checked="" type="checkbox"/>	GP Quote Number: <u>N/A</u>
Unit Price: <input checked="" type="checkbox"/>	Tooling Capacity: <u>N/A</u>
Tooling Amount: <u>N/A</u>	Production Plant: <u>Any</u>
Effective Date: <u>11/04/04</u>	Design Revision: <u>1</u>
Other: _____	Terms & Conditions: <input checked="" type="checkbox"/>
<u>1/9/04</u> Date	<u>[Signature]</u> Account Manager

CC: T. Mauro